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Collective Bargaining Agreements

10-8-1967

Kroger Co. of Charleston, WV and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 347 (1967)

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Kroger Co. of Charleston, WV and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 347 (1967)

Location

WV; OH; KY

Effective Date

10-8-1967

Expiration Date

10-10-1970

Number of Workers

1053

Employer

Kroger Co. of Charleston, WV

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

347

NAICS

44

Sector

P

Item ID

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Comments

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APR 3 1969

I N D E X

Amalgamated Meat Cutters
and
Butcher Workmen of North America
Local No. 347
Charleston, West Virginia

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II

AGREEMENT

This Agreement has been entered into between The Kroger Co. of Charleston, West Virginia, herein designated as the Employer and Local No. 347, or its successor affiliated with the Amalgamated Meat Cutters and Butcher Workmen of North America and the AFL-CIO hereinafter designated as the Union.

ARTICLE 1 INTENT AND PURPOSE

The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

ARTICLE 2 COVERAGE

The Union shall be the sole and exclusive bargaining agent for all employees except store managers and co-managers in the stores of the Employer which are operated by the Charleston Division of The Kroger Co.

ARTICLE 3 SHOP CONDITION

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. The Employer may secure new employees from any source whatsoever. During the first thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer.

B. The Employer shall, for the term of this Agreement, deduct Union dues from the pay of employees earned during the week following the week in which the first of the month falls, providing such employees are members of the Union and have individually and voluntarily certified in writing authorization for such deductions. The Employer shall remit all sums deducted in this manner to the Union by the end of the month in which deducted.

C. The Employer will furnish the Union weekly with a list of new employees and terminated employees.

ARTICLE 4 MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct and control

store operations, hire, suspend or discharge for proper cause, relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods and facilities, and the right to establish and maintain rules and regulations covering the operation of the stores, are vested in the Employer. Nothing contained herein shall deprive an employee of his rights as provided for by this Agreement.

ARTICLE 5

DISPUTE PROCEDURE

A. The Employer will recognize a shop steward in each store. It is expressly understood and agreed that the shop stewards shall be full-time employees and shall be the last to be laid off in any case.

B. Should any differences, disputes or complaints arise over the interpretation of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps when practical.

STEP 1. By conference between the shop steward and the manager of the store or zone manager.

STEP 2. By conference between an official of the Union and the zone manager.

STEP 3. By conference between an official or officials of the Union and the Division Vice President, a representative of the company so delegated by the Division Vice President, or both.

C. In the event that the difference cannot be adjusted, it will be referred within ten (10) days to a Board of Arbitration consisting of three members, one member to be selected by the Employer, one to be selected by the Union, and these two (2) to select the third (3rd) member of the Board as chairman. This Board shall be completed within ten (10) days unless the chairman of the Board cannot be agreed upon. In such event, the two members of the Board shall request the Federal Mediation and Conciliation Service to furnish a panel of fifteen (15) arbitrators from which the chairman of the Board may be selected. The decision of this Board shall be final and binding upon all parties. The expenses of the chairman of the Board shall be shared equally by the Employer and the Union.

D. There shall be no strike or lockout during the term of this Agreement, providing the procedure of arbitration as outlined herein is adhered to by the parties hereto.

E. The duly authorized representative of the Union shall be permitted to enter any of the places of the Employer covered by this Agreement during working hours to ascertain whether the provisions of this Agreement are being kept and complied with.

F. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than twenty (20) calendar days after such has happened, except grievances pertaining to wages.

G. All grievances which are referred to the Division Vice President must be presented in writing. It is agreed by the Employer that all such grievances, when referred to the Division Vice President, shall be recognized in writing and the disposition of same shall also be made to the Union in writing.

H. The Employer shall have the right to discharge for any good and sufficient cause. Any discharge shall be subject to the grievance procedure. If arbitration results in reinstatement, back pay shall be paid in accordance with the decision of the arbitrator.

I. At any step in this grievance procedure the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if in the judgment of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

J. It is understood and agreed that all employees within the bargaining unit covered by this Agreement must exercise all their rights, privileges, or necessary procedures under this Agreement, International and Local Union Constitution, in the settlement of any and all complaints or grievances filed by such employees before taking any action outside of the scope of this Agreement for the settlement of such grievances.

ARTICLE 6 WAGES

Rates of pay and pay schedules as set forth in wage Schedule "A" attached hereto, shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked.

ARTICLE 7 WORKING CONDITIONS AND INSURANCE

A-1. The hours for each employee shall be scheduled by the Employer. The Employer will post a satisfactory schedule of hours to govern working hours and time off for all employees. This schedule will be posted by noon on Saturday to cover the following week. All time worked by regular full-time employees outside of the posted schedule will be paid for at time and one-half ($1\frac{1}{2}$).

A-2. It is understood, however, that a change in the schedule of a full-time employee may be made after the schedule is posted provided that such change is agreed to by the employee involved, the shop steward and the Manager of the store.

B. The normal work week for full-time employees shall consist of forty (40) hours to be worked in five (5) days. Work in excess of forty (40) hours in any one week or eight (8) hours in any one day shall be paid for at time and one-half ($1\frac{1}{2}$). Overtime shall

be paid on either the day or the week, whichever is the greater, but not on both.

C. There shall be no split schedule for employees.

D. All regular employees shall receive a full day off per week.

E-1. The following shall be considered holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Where one (1) of these holidays falls on a Sunday, it shall be celebrated on the Monday immediately following. In a week in which one of the above holidays occur, employees will waive the normal full day off and all full-time employees who work the full day before and the full day after the holiday will receive eight (8) hours straight time pay in addition to the hours actually worked. Employees who work overtime during a holiday week will receive straight time for such overtime unless the hours actually worked exceed forty (40). Overtime on the day after eight (8) hours applies in holiday weeks. Employees who are on vacation during a holiday week will receive the holiday pay. Employees who are absent either the day before or after the holiday, due to proven illness, will still receive the holiday pay if they have worked any part of the holiday week. Full-time employees will not be laid off to avoid payment of holiday pay. An employee who is temporarily in a non-union position during a holiday week will receive holiday pay at his regular rate.

E-2. When work is performed on one (1) of the holidays set forth in paragraph E-1 above or on Sunday, it shall be paid for at time and one-half ($1\frac{1}{2}$). Work for full-time employees on one (1) of the holidays set forth in Paragraph E-1 above or on Sunday shall be in addition to the basic work week. Work on such holidays or on Sunday shall be rotated among all employees in the store who are qualified to do the necessary work. It is understood that two (2) employees will not be scheduled for Sunday work where one (1) employee can be scheduled and provide complete coverage of the work that must be done. Where the one (1) employee would work long enough so that he must take an hour for lunch, it may be necessary to schedule two (2) employees to provide complete coverage.

E-3. The Monday following the employee's birthday shall also be a holiday for full time employees. When such holiday falls in a week when one (1) of the holidays set forth in Paragraph E-1 occurs, it shall be taken on the following Monday. When two (2) or more employees in the same store have a birthday within the same week, the senior employee shall receive his holiday first and the junior employee or employees shall receive the holiday in the immediately succeeding weeks, in accordance with the employees' seniority. In the week during which the birthday holiday is taken, the employee will not waive his full day off and will be scheduled for only a maximum of thirty-two (32) hours that week. When the employee's birthday holiday is celebrated, the employee will have Tuesday scheduled as his regular day off that week unless his scheduled day off in the preceding week was Saturday. It is understood that the employee will not be permitted to work on his birthday holiday or his scheduled day off that week.

E-4 In addition to holidays named in Article 7, Paragraphs E-1 and E-3, a personal holiday shall be granted to full-time employees who have had one (1) year of continuous service subject to the same conditions set forth in Article 7, Paragraph E-1, except that the holiday shall be granted during the period from January 1 thru April 30 at the discretion of the Employer and a full-time employee shall not waive his full day off and will be scheduled for only a maximum of thirty-two (32) hours that week.

F Part-time employees who have been employed three (3) months or more will receive four (4) hours holiday pay in any holiday week, provided they work as scheduled during the holiday week. This includes the birthday holiday week.

G-1. Any employee who is instructed to report to work shall be guaranteed at least four (4) hours work, except students or school boys who work after school hours. When an employee is called back to work after completing his shift he will receive a minimum of four (4) hours work at time and one-half ($1\frac{1}{2}$) if the employee is willing to work the four (4) hours. When school boys are instructed to report for work after school during the week, they shall be guaranteed that portion of four (4) hours for which they are available, and if he works on Saturday shall be guaranteed four (4) hours.

G-2. All part-time employees who are scheduled in a particular week shall be guaranteed at least fifteen (15) hours work or fifteen (15) hours pay in lieu of work, provided they do not absent themselves. Such employees shall be paid time and one-half after nine (9) hours in any one day. The fifteen (15) hour minimum shall not apply when a part-time employee is called to cover the bonafide absence of a scheduled employee. When a part-time employee is called to cover the bonafide absence of a scheduled employee, he shall be allowed to work the balance of the hours scheduled that day for the employee that he is replacing.

H. The Employer agrees to furnish all linens and laundry and to stand the expense of sharpening tools. Where dacron or similar type uniforms are furnished to female employees, such uniforms shall be laundered by the employee.

I. All employees shall have one (1) hour for lunch not less than two and one-half ($2\frac{1}{2}$) hours and not more than five and one-half ($5\frac{1}{2}$) hours after starting to work and an employee scheduled for nine (9) hours shall have his lunch period scheduled so that there is no more than five and one-half ($5\frac{1}{2}$) hours scheduled after lunch, unless on overtime.

J. Any member of the local being elected to a permanent office or as a delegate to any Union activity necessitating temporary leave of absence shall be granted such leave of absence and shall, at the end of his term in the first instance or at the end of his mission in the second instance, be guaranteed re-employment at his former wage rate, plus any increase or less any reduction that may have become effective during his absence.

K. No transfer from one store to another shall be made unless such transfer is agreeable to the person involved. On trans-

fers from one town to another, the expense of such transfers shall be borne by the Employer.

L. There shall be no reduction in pay and no increase in hours as a result of the signing of this Agreement.

M. All full-time employees will receive a fifteen (15) minute scheduled rest period in each half day. Any part-time employee scheduled for a full day will also receive the rest periods. Any part-time employee scheduled for a full half day will receive a rest period. Any part-time employee scheduled to work six and one-half ($6\frac{1}{2}$) hours or more will receive a second rest period. Rest periods will be scheduled as nearly as possible in the middle of the half day. A third rest period will be given to an employee required to work overtime when it is anticipated that such overtime will bring the hours worked on that shift to ten (10) hours or more. This third rest period shall be at the beginning of the overtime.

N. An employee will receive one (1) week's notice or one (1) week's separation pay in lieu of notice in case of permanent lay-off.

O-1. The Employer shall pay to the Food Store Employees Union Insurance Fund the amount of \$13.84 per month for each "regular" employee, by Employer definition, who has worked any part of the preceding month. Effective January 1, 1968, the sentence immediately above shall be deleted and the two (2) sentences immediately following shall be substituted. Effective January 1, 1968, the Employer shall pay to the Food Store Employees Union Insurance Fund eight cents (8¢) per hour for each straight time hour for which any employee covered by this Agreement receives pay. "Straight-time hours" shall include hours up to and including forty (40) hours per week and any holiday or vacation hours for which the employee is paid straight-time pay under this Agreement. This trust is to provide insurance for employees, their families and dependents, covering life insurance, hospital care and medical and surgical benefits and for the payment of the fees of qualified physicians for preventive medical examination of employees and their spouses, if such should be provided by the trustees, and for no other purpose. It is to be administered by trustees representing the Union and the Employer. It is further agreed that this trust details of which are set forth in a separate instrument, is hereby made an integral part of this Agreement. An employee on vacation will be considered as working for the purpose of this Article. When an employee first qualifies as a "regular" employee the Employer will pay to the Food Store Employees Union Insurance Fund eight cents (8¢) per hour for all hours worked during the qualifying twelve (12) weeks. Effective January 1, 1968, the two (2) sentences immediately above shall be deleted.

O-2. The Employer will pay the premium on the basic \$2000 of Group Life and the \$2000 of Group Accidental Death and Dismemberment Insurance coverage with the Prudential Insurance Company for regular employees. The Employer will also pay the premium on the present Health and Accident Insurance coverage with Kemba Mutual Insurance Association for all regular employees. If a regular employee covered by Kemba Insurance is off the job due to a disability covered by Workmen's Compensation, the Employer will pay the difference between

the Workmen's Compensation Benefit and the amount he would have received from Kemba had it not been a Workmen's Compensation case, if the Kemba Benefits would have exceeded the Workmen's Compensation.

O-3. If and when a provision is made by the Trustees of the Food Store Employees Union Insurance Fund, it is agreed that the Fund may pay up to one hundred (\$100.00) dollars per month to employees during their six (6) month waiting period when totally and permanently disabled. Such change shall not require additional contributions by the Employer to the Fund for said purpose.

P. The method of computing pay will be in accordance with letter from the Employer to the Union dated September 5, 1958, a copy of which is attached hereto.

Q-1. Any full-time employee who works more than two (2) nights in any one week past 6:15 P.M. shall be paid overtime at the rate of one and one-half ($1\frac{1}{2}$) his straight time hourly rate for all hours worked past 6:15 P.M. on nights other than the first two (2) nights so worked. This will apply only to the nights when the store is open for business and will not apply to night stocking employees during hours worked after the store is closed.

Q-2. In all stores which are open at night employees will be rotated so that the same employees will not have to work the heavy night or nights of each week.

R. Any employee holding an outside full-time position shall be limited to sixteen (16) hours per week. During the vacation period students may exercise seniority only for the number of hours they were available during the school year.

S. There shall be a ten (10) hour break between the end of an employee's scheduled shift and the beginning of his next scheduled shift.

T. A "day" as used in this Agreement shall mean a "working day" or "shift".

U. Salesmen for outside vendors shall not perform work in the store that is normally performed by employees covered by this Agreement, except when the Employer opens a new store or remodels a store. This paragraph shall not apply to cookie, cracker, bakery products, magazines and baby food salesmen and to rack jobber representatives. Salesmen shall not price mark merchandise on the store premises, however, merchandise may be price marked before delivery to the store. No salesman shall stock merchandise other than his company's merchandise.

V. The Employer and the Union agree that a violation of established time clock rules including working before punching in or after punching out may subject such an employee to disciplinary action up to and including discharge.

W. One heavy parka with a hood will be furnished in each store where employees work in a walk-in freezer.

X. Where meat employees are required to work in the meat cooler on blocking, cutting, grinding and boning, proper outer clothing will be provided.

Y. If an employee is injured on the job, he shall be paid for the balance of his scheduled time on the day that the injury occurs.

ARTICLE 8 SENIORITY

A. It is understood and agreed that the strict seniority rule cannot apply to the food industry. However, seniority rights shall prevail in determining vacations, days off, lay-offs, call backs after lay-offs, and as far as possible in promotions. Area seniority shall prevail in accordance with the seniority areas shown in Schedule B.

B. Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than six (6) months, or if he is called back to work after a lay-off and does not report for work within one (1) week.

C. An employee may be granted a leave of absence not to exceed ninety (90) days upon written permission from the Employer. Female employees requesting pregnancy leave shall be granted the amount of leave of absence up to a total of nine (9) months. When any employee takes a leave of absence he shall be returned to the same store from which he took such leave, provided he has seniority over the other employees in like classification in the same store.

D. Part-time employees who become available for permanent full-time employment will be given consideration in filling permanent positions. Part-time employees will not accrue seniority over full-time employees but will have seniority as far as other part-time employees are concerned. Part-time employees will have seniority rights to hours for which they are needed and are available up to thirty-six (36) hours per week.

E. At the end of each Kroger four (4) week period, a senior part-time employee may request a transfer to another store in his seniority area, provided a younger employee in his classification in such store has been working more hours during the four (4) week period. Such request must be made by Wednesday of the week following the four (4) week period, with the transfer effective the following week. An employee requesting such a transfer must be available to work the hours being worked by the younger employee. The younger employee may in turn replace any part-time employee in his seniority area on the same basis, or change places with the transferring employee.

F. No transfer from one seniority area to another shall be made unless such transfer is agreeable to the person involved and to the union. This will not apply to department heads.

ARTICLE 9 VACATIONS

A-1. All employees who have completed one (1) year of continuous service, accidents arising out of the course of employment, illness and temporary layoffs excepted, shall be given a one (1) week

vacation with pay. All employees who have completed three (3) years of continuous service shall be given two (2) weeks vacation with pay. All employees who have completed eight (8) years of continuous service shall be given three (3) weeks vacation with pay. Vacation schedules shall be posted by February 1 and vacations selected by March 10. The completed vacation schedule will be posted by March 15. If an employee has not selected his vacation date by March 10, he will lose his seniority rights to choose a date. If weeks are blocked out by the Store Manager and he later puts a week which was blocked out back on the vacation schedule, such vacation week shall be picked by seniority. All vacations shall start at the beginning of a calendar week. Part-time employees will receive pro rata vacations equal to the average hours worked.

A-2. Employees who have completed eighteen (18) years of continuous service shall be given four (4) weeks vacation with pay.

A-3. No employee may select more than one (1) week of his vacation in a week encompassing a holiday, that is, when the holiday falls in the week, at the beginning of or at the ending of such week.

B. Leave of absence totaling ninety (90) days or less in any calendar year shall not affect vacation. Leave of absence totaling more than ninety (90) days shall have the following effect upon vacation:

Leave of more than ninety (90) days but not over one hundred and eighty (180) days shall reduce vacation and vacation pay by one-fourth ($\frac{1}{4}$).

Leave of more than one hundred and eighty (180) days but not over two hundred and seventy (270) days shall reduce vacation and vacation pay by one-half ($\frac{1}{2}$).

Leave of more than two hundred and seventy (270) days shall disqualify for vacation.

There will, however, be no reduction in credit toward vacation while an employee is drawing Kemba Benefits or Workmen's Compensation Benefits.

ARTICLE 10 MILITARY SERVICE

Any employee who enlists or is inducted into military service shall be returned to his job and retain his seniority under the provisions of the Federal Selective Service Act.

ARTICLE 11 DEATH IN FAMILY AND JURY DUTY

A. A maximum of three (3) days leave of absence with pay shall be granted in the event of a death in the immediate family of any regular full-time employee, but in no case will he receive more than the basic weekly pay. By immediate family is meant parent, brother, sister, wife, husband, child, mother-in-law, father-in-law,

or any other relative residing with the employee.

B. If any regular full-time employee is required to serve on a jury, he shall be paid for hours necessarily absent from work because of such service.

ARTICLE 12 PENSION

The Union shall have a choice of one of the following options:

1. Continue participation under the terms of the Kroger Employees' Profit Sharing and Retirement Income Program (hereinafter sometimes called the "Program").
2. Pension coverage under a joint Employer-Union Trust Program.

If the Union chooses Option 1, then the Employer shall make no contribution into the Union Trust Fund outlined below and employees shall continue under the terms of the Kroger Employees' Profit Sharing and Retirement Income Program.

If the Union chooses Option 2, then the following shall apply:

A-1. The Employer shall pay into a jointly administered Employer-Union Fund entitled "Food Store Employees Union Pension Fund" the following amount for each hour worked by each employee covered by this agreement:

Effective January 1, 1968 - 8.67¢ per hour
Effective January 5, 1969 - 12.67¢ per hour
Effective January 4, 1970 - 15.67¢ per hour

Hours shall include all hours worked and any holiday or vacation hours for which the employee is paid straight-time pay under this Agreement. The first contribution under this section shall be due and payable by the twentieth (20th) day of the month following initial liability.

A-2. The jointly administered Employer-Union Pension Fund shall be administered by an equal number of Trustees representing the Employer and an equal number of Trustees representing the Union. Sa Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto; said Pension Plan shall among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income therefrom shall be paid out of the Pension Fund.

A-3. Said Pension Plan and the Trust Agreement establishing the Pension Fund shall be submitted to the United States Treasury Department for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Sec 401, et. seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

A-4 A copy of the Trust Agreement and any Amendments, there to shall be made a part hereto, as herein at length set forth..... Trust Agreement and Pension Plan shall in all respects comply with all applicable legal requirements.

A-5. It shall be mandatory that all employees of The Kroger Co. covered by this Agreement retire no later than their sixty-fifth (65th) birthday.

A-6. If for any reason the United States Treasury Department withholds approval and rulings satisfactory to the Employer, the parties to this Agreement agree the contribution shall be placed in escrow until a Plan is approved and becomes effective.

B. It is further understood and agreed that all employees covered by this collective bargaining agreement shall, as of midnight December 31, 1967 be ineligible to participate in or receive any benefits under the Kroger Employees' Profit Sharing and Retirement Income Program, and if any such employee is then a member of the Kroger Employees' Savings and Profit Sharing Plan portion of the Program, such employee shall be conclusively deemed to have withdrawn therefrom as of midnight December 31, 1967.

ARTICLE 13 EXPIRATION

 This Agreement shall continue in effect from October 8, 1967 through October 10, 1970 and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date of a desire for termination or for changes in this Agreement.

 In Witness Whereof the said parties have caused duplicate copies hereof to be executed by their duly authorized officers the 24th day of Oct. , 1967.

FOR THE UNION:

/s/ Sherwood M. Spencer

FOR THE EMPLOYER:

/s/ Walter R. Dryden

/s/ Marvin H. Saunders

SCHEDULE "A" - WAGES

	EFFECTIVE Oct. 8, 1967		EFFECTIVE Oct. 6, 1968		EFFECTIVE Oct. 5, 1969	
	Per Hr.	Per Wk.	Per Hr.	Per Wk.	Per Hr.	Per Wk.
<u>Clerk-Meat or Grocery</u>						
Start	\$2.31	\$92.40	\$2.36	\$94.40	\$2.41	\$96.40
After 6 months	2.3975	95.90	2.4475	97.90	2.4975	99.90
After 1 year	2.4975	99.90	2.5475	101.90	2.5975	103.90
After 2 years	2.675	107.00	2.725	109.00	2.775	111.00
After 3 years	2.85	114.00	2.90	116.00	2.95	118.00
<u>Part-Time Clerk - (Meat or Grocery) (A)</u>						
Start	2.20		2.25		2.30	
After 6 months	2.25		2.30		2.35	
After 1 year	2.35		2.40		2.45	
<u>Head Produce Clerk</u>						
(B)	3.00	120.00	3.05	122.00	3.10	124.00
(C)	3.1625	126.50	3.2125	128.50	3.2625	130.50
(D)	3.225	129.00	3.275	131.00	3.325	133.00
(E)	3.35	134.00	3.40	136.00	3.45	138.00
<u>Head Grocery Clerk</u>						
(F)	3.1125	124.50	3.1625	126.50	3.2125	128.50
(G)	3.25	130.00	3.30	132.00	3.35	134.00
(H)	3.2875	131.50	3.3375	133.50	3.3875	135.50
(I)	3.4125	136.50	3.4625	138.50	3.5125	140.50
<u>Head Stock Clerk - Night</u>						
(J)	2.95		3.00		3.05	
<u>Head Checker</u>						
(K)	2.925	117.00	2.975	119.00	3.025	121.00
(L)	3.025	121.00	3.075	123.00	3.125	125.00
<u>Head Dairy Clerk</u>						
(K)	2.925	117.00	2.975	119.00	3.025	121.00
(L)	3.025	121.00	3.075	123.00	3.125	125.00
<u>Meat Counter Clk. (M)</u>	3.025	121.00	3.075	123.00	3.125	125.00
<u>Journeyman - Service Markets</u>	3.26	130.40	3.31	132.40	3.36	134.40
<u>Journeyman - Self-Service Markets</u>	3.385	135.40	3.435	137.40	3.485	139.40
<u>Head Meat Cutters</u>						
\$1800 or less	3.4075	136.30	3.4575	138.30	3.5075	140.30
\$1801 to \$2250	3.5325	141.30	3.5825	143.30	3.6325	145.30
\$2251 to \$4000	3.645	145.80	3.695	147.80	3.745	149.80
\$4001 to \$5000	3.7075	148.30	3.7575	150.30	3.8075	152.30
\$5001 to \$6000	3.7575	150.30	3.8075	152.30	3.8575	154.30
\$6001 to \$7000	3.8325	153.30	3.8825	155.30	3.9325	157.30
\$7001 to \$8500	3.9075	156.30	3.9575	158.30	4.0075	160.30
\$8501 to \$10,000	3.9825	159.30	4.0325	161.30	4.0825	163.30
\$10,001 plus	4.045	161.80	4.095	163.80	4.145	165.80

The rate for Head Meat Cutters will be determined by using the average weekly meat sales of each store for the thirteen (13) periods prior to the anniversary date and applying the sales to the above table.

On new stores or stores which may be remodeled, the average sales for the first twelve (12) weeks will be used in classifying the store for the purpose of determining the rate of pay for the Head Meat Cutters, using the above scale, and for the purpose of determining whether there shall be a Meat Counter Clerk.

- (A) Part-time progressions will be on a calendar basis for the six (6) month and one (1) year brackets. Thereafter progression will be to the one (1) year full time bracket after 2,080 hours from starting date, and further progression on the full-time rate for each additional 2,080 hours.
- (B) In stores with \$ 7,500 sales average per week for thirteen (13) periods.
- (C) In stores with \$10,000 sales average per week for thirteen (13) periods.
- (D) In stores with \$20,000 sales average per week for thirteen (13) periods.
- (E) In stores with \$35,000 sales average per week for thirteen (13) periods.
- (F) In stores with \$10,000 sales average per week for thirteen (13) periods.
- (G) In stores with \$17,500 sales average per week for thirteen (13) periods.
- (H) In stores with \$25,000 sales average per week for thirteen (13) periods.
- (I) In stores with \$35,000 sales average per week for thirteen (13) periods.
- (J) This rate applies to all hours worked on night stocking by an employee designated as a Head Stock Clerk - Night. The night stocking premium provided hereinafter shall be in addition to this rate.
- (K) In stores with \$15,000 sales average per week for thirteen (13) periods.
- (L) In stores with \$25,000 sales average per week for thirteen (13) periods.
- (M) In markets with \$5,000 meat sales average per week for thirteen (13) periods.

In new stores or stores which may be remodeled, the average sales for the first twelve (12) weeks will be used in classifying the stores for the purpose of determining the rate of pay of grocery department classifications where the rate is based on volume.

An employee assigned to relieve an employee in a classified job for two (2) full days or more in any one (1) week (for more than two (2) full days in any one (1) week in stores that are open seven (7) days per week) shall receive the rate of pay for the job relieved during the time of relief. It is understood that when a classified job is vacant for two (2) full days in any one (1) week (for more than two (2) full days in any one (1) week in stores that are open seven (7) days per week), the job will be assigned if there is a qualified replacement available in the store.

In hiring, employees will be given credit for previous employment with The Kroger Co.

There shall be a ten cents (10¢) per hour premium paid for all hours worked after stores are closed, unless the employee is on overtime when the ten cents (10¢) premium will not apply. This premium will also not apply to the first fifteen (15) minutes after store closing.

All markets selling fresh meat shall have a Head Meat Cutter.

In \$60,000 stores an assistant to Head Checker shall receive \$5.00 above her classified rate.

SCHEDULE B - SENIORITY AREAS

CHARLESTON (a)	Gauley Bridge Belle Marmet Kanawha City Montgomery
(b)	Dunbar St. Albans S. Charleston Nitro Clendenin Store 147 Other Charleston Stores
HUNTINGTON	Huntington Ironton Ashland
BECKLEY	Beckley Mullens Hinton Oak Hill White Sulphur Springs East Rainelle Lewisburg
PARKERSBURG	Parkersburg Marietta Ripley
POINT PLEASANT	Point Pleasant Pomeroy Gallipolis
PRESTONSBURG	Prestonsburg Pikeville Logan Madison
CLARKSBURG	Clarksburg Salem Weston Elkins Buckhannon

September 5, 1958

Mr. Sherwood Spencer
Food Store Employees Union
Capital Theatre Building
Summer Street
Charleston 25, West Virginia

Dear Sherwood:

It is agreed that effective September 21, 1958, the following method shall be used in all stores of The Kroger Co., Charleston Division for computing time on time cards for the purpose of paying wages to each employee.

1. No time card shall be punched before two (2) minutes of the employee's scheduled starting time. From two (2) minutes before to the employee's scheduled starting time, time shall be computed from the scheduled starting time.
2. Cards punched on starting to work up to and including two (2) minutes after the employee's scheduled starting time, the employee shall be paid from the scheduled starting time. Cards punched three (3) minutes up to and including five (5) minutes after the scheduled starting time, the employee shall be docked one-twelfth ($1/12$) of an hour or five (5) minutes. Cards punched up to and including seven (7) minutes past the scheduled starting time, the employee shall be docked for one-twelfth ($1/12$) of an hour or five (5) minutes. Cards punched from eight (8) minutes up to and including ten (10) minutes, the employees shall be docked two-twelfths ($2/12$) of an hour or ten (10) minutes. For other times, the same principle shall be followed, allow two (2) minutes each time in favor of the employee and at three (3) minutes up to five (5) minutes or each multiple deduct one-twelfth ($1/12$) of an hour or five (5) minutes. No employee shall be allowed under any circumstances, to make up time at the end of any scheduled shift or scheduled week because of time punched after scheduled starting time as outlined in this paragraph.
3. Cards punched at the employee's scheduled quitting time up to two (2) minutes after, the employee shall be paid to the scheduled quitting time. Cards punched three (3) minutes up to and including five (5) minutes after the scheduled quitting time, the employee shall be paid one-twelfth ($1/12$) of an hour or five (5) minutes at time and one-half ($1\frac{1}{2}$). Cards punched up to and including seven (7) minutes past the scheduled quitting time, the

employee shall be paid for one-twelfth (1/12) of an hour or five (5) minutes at time and one-half. Cards punched from eight (8) minutes up to and including ten (10) minutes the employee shall be paid two-twelfths (2/12) of an hour or ten (10) minutes at time and one-half. For other times the same principle shall be followed, allow two (2) minutes each time in favor of the employer and at three (3) minutes up to five (5) minutes or each multiple, pay one-twelfth (1/12) of an hour or five minutes at time and one-half.

Very truly yours,

(Signed) D. E. Morriss

DEM/rj
cc: A. Scherz

APR 3 1969
APR 3 1969U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212

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March 20, 1969

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II
SECOND REQUIES

Mr. Sherwood M. Spencer, Secretary-Treasurer
Amalgamated Meat Cutters and Butcher Workmen
of North America
P. O. Box 2751
Charleston, West Virginia

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Kroger Company, covering the Charleston Division, located in West Virginia, Kentucky and Ohio and the Amalgamated Meat Cutters and Butcher Workmen of North America local #347. The agreement we have on file expired in October 1967. Would you please send us a copy of your current agreement—with any supplements (e. g. , employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

Sincerely yours,

Ben Burdetsky

Ben Burdetsky
Acting Commissioner

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1100
2. Number and location of establishments covered by agreement 44 stores
in W. Va., Kentucky and Ohio
3. Product, service, or type of business Food Product
4. If previous agreement has been extended without change, indicate new expiration date _____

Jacob L. Brooks
(Your name)
1942 Hazelwood Ave
(Street)

Business Representative
(Position)
Charleston, W. Va. 25302
(City and State)